

**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY
FAÇADE PROGRAM
PARTICIPATION AGREEMENT**

THIS IS AN AGREEMENT made and entered into on this _____ day of _____, 2015 by and between:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "CRA",

and

Brooklyn Italian Ice, LLC, a Florida limited liability company, hereinafter referred to as "Participant".

WHEREAS, pursuant to Motion M-11, approved at its meeting of May 7, 1991, the City Commission of the City of Fort Lauderdale ("City"), authorized the creation of a Façade Treatment Program; and

WHEREAS, the Façade Treatment Program ("Program"), as modified by Motion M-10 approved at the February 4, 1997 City Commission Meeting and by Motion M-3 approved at the July 10, 2001 City Commission Meeting, provides grant funds from the City, to local property owners and business owners who are lessees of property located in the City's Enterprise Zone as well as other areas targeted by the City that are interested in improving the exterior appearance of their commercial structures; and

WHEREAS, at its meeting of September 12, 2000 the CRA accepted the administration of the Program as applicable to the Northwest Progresso-Flagler Heights CRA ("NPFCRA") and approved a modification of the Program; and

WHEREAS, applications for funding through the Program shall be evaluated based upon the effect of the improvements upon the neighborhood including; neighborhood compatibility, the creation of additional jobs, the increase in the improved property's value, and the overall visual impact of the improvement; and

WHEREAS, participant is not eligible to apply for additional funds under Program after funds awarded herein are spent by Participant; and

WHEREAS, Participant submitted an application for Façade Program funds and Property and Business Investment/Improvement Program Funds and has been approved to receive funds under both Programs for the improvement of property described herein pursuant to motion adopted by the CRA Board at its meeting of _____, 2015; and

WHEREAS, pursuant to motion approved by the CRA at its meeting of July 19, 2005, the CRA authorized the Executive Director of the CRA or his designee to execute facade agreements; and

WHEREAS, pursuant to motion approved by the CRA Board at its October 15, 2013 Meeting, the CRA approved the NPF CRA Five Year Strategic Program which included modifications to the Façade Program; and

NOW THEREFORE, as consideration for the mutual promises and covenants contained herein, the parties agree as follows:

The foregoing recitals are true and correct and are incorporated herein by reference.

1. PURPOSE AND SCOPE.

(A) The purpose of this Agreement is to provide the terms and conditions for the CRA to provide grant funds to Participant for the exterior renovation of the structure on real property legally described as:

See Exhibit "A" attached hereto and incorporated herein

and more commonly known as:

Approximately 700 square feet in the eastern most portion of building with the address of
560 NW 7th Avenue
Fort Lauderdale, FL

(hereinafter referred to as "Property").

(B) Funds provided herein by CRA may be used to pay for the cost of labor and materials necessary to construct, rehabilitate, or make improvements to the Property. Eligible items include, costs of

permits, architectural design, landscaping, and other approved aesthetic enhancements. A specific description of eligible improvements is attached hereto as Exhibit "B" (hereinafter referred to as "Improvements"). Business equipment, furnishings or other interior improvements are not eligible.

(C) Funds will be provided to Participant in the form of a grant.

(D) Façade improvements to be made in conjunction with this Agreement must commence no later than ninety days after the Effective Date of this Agreement as set forth in Exhibit "C" attached hereto and incorporated herein. Should Participant fail to commence work on the Property within the ninety day time period, CRA reserves the right not to award the funds granted herein. If CRA exercises this right, Participant may reapply to CRA for grant funds at a later date.

(E) Participant agrees that as a condition of this Agreement and as provided in the Facade Program, the Property shall not be sold within two (2) years of receipt of the Final Payment or if Participant is Tenant, that lease shall not be terminated by Participant within two (2) years of receipt of the Final Payment. In the event the Property is sold or the lease terminated within one (1) year of the date of receipt of the Final Payment as described in Paragraph 2 (D) of this Agreement, the Participant shall repay one hundred percent (100%) of the funds paid by CRA for the Improvements. In the event the Property is sold or the lease terminated within two (2) years of the receipt of the Final Payment, the Participant shall pay CRA fifty percent (50%) of the funds paid by CRA for the Improvements. Payment shall be made within thirty (30) days of the date a conveyance document is recorded in the public records of Broward County or within 30 days of the lease termination date and shall carry the maximum legal interest beginning on the 30th day until paid.

2. GRANT TERMS.

(A) Funds will be provided to Participant in the form of a grant of up to Seven Thousand Eight Hundred One Dollars and 60/100

(\$7,801.60) or Eighty percent (80%) of the total cost of the improvements on the Property, whichever is less. The total project cost is estimated at \$9,752.00. Grant funds shall be used in accordance with the attached Exhibit "B".

(B) Participant must demonstrate to CRA that any funds required to complete the improvements on the Property, over and above what has been provided herein have been obtained.

(C) The funds provided herein may be disbursed by the CRA for hard and soft costs related to the improvements on the Property.

(D) Funds provided herein shall be given to Participant on a reimbursement basis with a maximum of two requests from Participant upon receipt and review of invoices from Participant for materials or services paid for by Participant. Final payment of CRA funds ("Final Payment") shall not be made until the permitted work has been inspected and approved by the NPFCRA Director or his or her designee and the Participant provides proof that the Project building permit has been inspected and passed by the City's Building Official.

3. INSURANCE AND INDEMNIFICATION.

(A) Participant agrees to keep in force during the improvement construction period and during the term of this Agreement the following insurance policies:

(i) Property Insurance providing for "all risk property coverage" for loss or damage, including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism and malicious mischief. Such insurance shall be in an amount no less than the replacement value of said insurable real property, including structures, property and equipment.

(ii) Commercial General Liability Insurance for the benefit of the Participant, the contractor and the CRA with combined single limit bodily injury/property damage of Five Hundred Thousand Dollars (\$500,000.00).

(iii) Employer's Liability Insurance for the benefit of the Participant and contractor with minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) and Workers Compensation coverage with the statutory coverage limits set forth by Florida Statutes.

(iv) Subcontractor Insurance is recommended. Participant is encouraged to advise the contractor that all of its subcontractors provide the aforementioned coverage as well as any other coverages that the Participant may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the contractor.

(B) Prior to the commencement of any construction activities pursuant to this Agreement, Participant shall furnish to the CRA a certificate of insurance for the above described Property, for the required insurance coverages as specified above, which shall name both the CRA and City as an additional insured, contain the name of insurance carrier(s), the effective and expiration dates of policies, and a provision for at least ten days prior notice to the CRA of any cancellation or material change in any policy.

(C) All such coverages shall be from a company or companies of such financial responsibility as found acceptable to the CRA. In the case of an insurable event, where applicable, the proceeds shall first be applied to the Property or if the Property is not able to be reconstructed then payable to the CRA on account of the indebtedness hereby secured.

(D) Should the Participant fail to keep the Property so insured or should the Participant fail to pay any premium becoming due on any such policy or policies on or before the due date thereof, the CRA may place and pay for such insurance or any part thereof without waiving or affecting any rights hereunder.

(E) Participant shall protect, defend, indemnify and hold harmless the City, the CRA, and their officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited

to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in performing their obligations under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance administrative order, rule or regulation or decree of any court, are included in the indemnity. The Participant further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent.

4. CONSTRUCTION. All construction work must be performed by licensed contractors and appropriate permits will be required. Construction shall not commence without appropriate and sufficient property and casualty insurance on the Property. All construction work must be completed within the time frames as set forth in Exhibit "C" attached hereto and incorporated herein. Should Participant fail to comply with the deadlines set forth in Exhibit "C", CRA reserves the right not to award the funds granted herein. If CRA exercises this right, Participant may reapply to CRA for grant funds at a later date.

5. TERMINATION OF AGREEMENT.

(A) This Agreement, in whole or in part, may be terminated by CRA, for cause upon thirty days written notice to Participant.

(B) In the event funds to finance improvements made in connection with this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four hours written notice to the other party.

(C) No waiver by the CRA of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.

6. NOTICE. Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and or sent by registered

or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

As to the CRA:

NPFCRA Director
Fort Lauderdale Community
Redevelopment Agency
914 NW 6th Street, Suite 200
Fort Lauderdale, FL 33311

As to the Participant:

Brooklyn Italian Ice, LLC
1306 East Las Olas Blvd
Fort Lauderdale, FL 33301
Attn: Bradley Minto

7. RECORDS. The Participant shall maintain all records that pertain to this grant and this Agreement and shall permit the CRA and City to inspect these records upon reasonable notice. The records shall be available for inspection by the City and CRA during all normal business hours. Records pertaining to this Agreement shall be maintained by the Participant and made available, in Broward County, Florida, for the duration of the grant term and retained for a period of three years beyond the last day of the grant term. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three year period, whichever is later.

L:/AGMTS/CRA/2015/Brooklyn Ice Facade

Facade Agreement between CRA and Brooklyn Italian Ice, LLC

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this _____ day of _____ 2015.

FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY

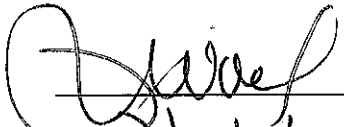
Approved as to form:


Executive Director or Designee
Name: _____
Title: _____

Attorney for CRA


WITNESSES:

PARTICIPANT



Robert Wojcik
[Witness print or type name]


Patricia L. Smith
[Witness print or type name]

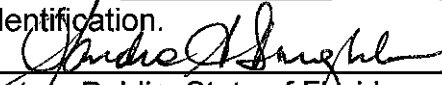
By: 

Print: BRADLEY H. MINTO

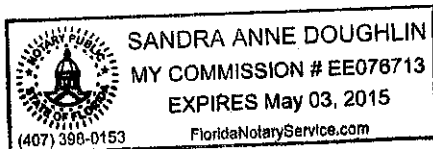
Title: MANAGER

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 24TH day of
MARCH 2015, by BRADLEY H. MINTO as Managing Member of
BROOKLYN ITALIAN ICE, LLC on behalf of the LLC. He is personally known to
me or has produced PASSPORT as identification.
(SEAL)



Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)
SANDRA ANNE DOUGHLIN
Name of Notary Typed, Printed or Stamped.



My Commission Expires: MAY 03 2015
Commission Number EE076713

EXHIBIT "A"
LEGAL DESCRIPTION

Northwest Fort Lauderdale Commercial Plat 148-25 B Parcel B & D, Together with Portion of Road Vacated Per Ordinance C-92-14 & Ordinance C-10-49, Together with Portion of North Lauderdale 1-48 D Described as Being Lots 47-52 Less Road Right-of-Way & Less Portion Described In OR 48619/1731. Said lands situate, lying and being in Broward County, Florida.

Property ID # 5042 03 23 0020
Shoppes on Arts Avenue
560 NW 7 Avenue

THIS IS THE LEGAL DESCRIPTION FOR THE ENTIRE BUILDING, DEVELOPER WILL ONLY BE LEASING A SPACE OF APPROXIMATELY 700 SQUARE FEET WITHIN THE SHOPPING CENTER FOR THE PROJECT, EXACT ADDRESS WILL BE ASSIGNED IN THE LEASE AGREEMENT

EXHIBIT "B"
PROJECT DESCRIPTION

Exterior Signs and Permanent Installed Exterior Furnishings	\$9,752.00
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TOTAL FAÇADE GRANT:	\$7,801.60
TOTAL PARTICIPANT COST:	\$1,950.40

EXHIBIT "C"
PERFORMANCE SCHEDULE

Effective Date

Date on which Agreement is fully executed
by both parties

Participant obtains all governmental approvals and
permits

Within 60 days after Effective Date

Commence facade improvements

Within 90 days after the Effective Date

Building permit has been inspected and passed
by the City's Building Official

Within 180 days after commencing
facade improvements

Participant submits reimbursement package
to CRA for Final Payment of CRA funds

Within 90 days of final inspection by
City's Building Official